

# TOVAFORM MUTUAL NON-DISCLOSURE AGREEMENT

## **Tovaform**

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## **MUTUAL NON-DISCLOSURE AGREEMENT**

This Agreement (“Agreement”) is made as of \_\_\_\_\_ (the “Effective Date”) by and between **Tovaform**, a Canadian creative collective led by Tobias Barber (“Tovaform”), and \_\_\_\_\_ (“Company”) (each, a “Party” and together, the “Parties”).

### **WHEREAS:**

- The Parties wish to explore one or more potential business collaborations involving product concepts, designs, or services.
- In connection with such discussions, each Party may disclose certain confidential and proprietary information to the other.
- Each Party desires to protect the confidentiality of such information and restrict its use to the evaluation of potential collaboration.

### **NOW, THEREFORE, the Parties agree as follows:**

#### **1. Definition of Confidential Information**

“Confidential Information” means all non-public, proprietary, or sensitive information disclosed by one Party (“Disclosing Party”) to the other (“Recipient”), whether in written, oral, visual, or electronic form, including but not limited to:

- Product concepts, designs, sketches, prototypes, specifications, and renderings
- Business strategies, pricing, sourcing, and manufacturing details
- Technical data, workflows, and process documentation
- Client, supplier, or partner information
- Any other information marked or reasonably understood to be confidential

#### **2. Use and Protection**

The Recipient shall:



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- Use Confidential Information solely to evaluate a potential business relationship (“Limited Purpose”)
- Exercise reasonable care (no less than that used to protect its own confidential information) to prevent unauthorized use or disclosure
- Limit access to employees, contractors, or advisors who have a need to know and are bound by confidentiality obligations at least as protective as this Agreement

## 3. Return or Destruction

Upon request, the Recipient shall promptly return or destroy all materials containing Confidential Information, including copies, notes, and derivatives. Upon request, the Recipient shall certify such return or destruction in writing.

## 4. Ownership and Intellectual Property

All Confidential Information remains the sole property of the Disclosing Party. No license or transfer of intellectual property rights is granted under this Agreement, except for the Limited Purpose.

## 5. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Recipient
- Was known to the Recipient before disclosure
- Is independently developed without reference to the Confidential Information
- Is disclosed with the written permission of the Disclosing Party
- Is received from a third party not under confidentiality obligations

## 6. Legal Disclosure

If the Recipient is legally compelled to disclose Confidential Information, it shall:

- Provide prompt written notice to the Disclosing Party
- Cooperate to seek protective measures
- Disclose only the minimum required by law

## 7. Injunctive Relief

The Parties agree that breach of this Agreement may cause irreparable harm. The Disclosing Party may seek injunctive relief and specific performance in addition to other remedies without the need to post bond.

## 8. Term and Survival



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This Agreement shall remain in effect until terminated by either Party with thirty (30) days' written notice. Obligations regarding Confidential Information shall survive for five (5) years post-termination, and indefinitely for trade secrets.

## 9. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, Canada.

## 10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and supersedes all prior communications. Amendments must be in writing and signed by both Parties.

## 11. No Obligation

This Agreement does not obligate either Party to proceed with any transaction or collaboration.

## 12. Counterparts

This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

### Tovaform

By: Tobias Barber

Signature: 

Phone: (416) 356-6689

Email: [tobias@tovaform.com](mailto:tobias@tovaform.com)

Date: 2025-12-02

### Company

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_